

SHARED SERVICES GROUP SUPPLIER MANAGEMENT & PROCUREMENT
Request for Quotation or Proposal
ATTACHMENT A
INSTRUCTIONS

It is to your advantage to quote the entire package because recurring Boeing requirements for a particular commodity or service package are best administered through a term purchase contract with a single supplier for all items as required at all participating Boeing locations. If you are unable to quote the entire package, please quote all items for a particular major location and category.

In rare instances when selective itemized bidding is permitted, a special note to that effect is included in attachment C.

1. **Definitions.** Whenever used in this request for quotation or proposal, (a) “Buyer” means Boeing Shared Services Group Supplier Management & Procurement, and (b) “bid” means Seller’s proposal or quotation.
2. **Acceptance.** Buyer reserves the sole right to accept or reject any bid received in part or total. Buyer also reserves the right to make one award or make a split award. If your bid is on an all-or-nothing basis, please clearly indicate this in your bid.
3. **Seller’s Costs.** This request does not commit Buyer to pay any costs incurred in the submission of a bid or in making necessary studies or designs for the preparation thereof nor to procure or contract for the services or material.
4. **Preaward Survey.** Buyer reserves the right to conduct a preaward survey or require other evidence of production, managerial, financial, and similar abilities to perform before the purchase contract is awarded.
5. **Authority.** Only Buyer has authority to make modifications or commitments regarding the request for quotation or proposal.
6. **Alternative Proposals.** The Seller’s bid will comply with requirements specified in this request for quotation or proposal. However, Seller may also submit alternative bids provided they are clearly marked as an alternative bid.
7. **Seller Proprietary Information.** Seller will identify as “proprietary” any data submitted in response to the request for quotation or proposal that is not to be disclosed to the public or used by Buyer for any purpose other than the evaluation of the bid.
8. **Release of Information.** Competitive bid prices and other information will not be revealed outside The Boeing Company.
9. **Preaward Negotiations.** Buyer reserves the right to separately negotiate with any bidder the pricing, terms and conditions, warranties, and other negotiable items of the bid as deemed appropriate by the Buyer before or following the award of any purchase contract. Negotiations are to be held at Buyer’s site. Buyer is under no obligation to procure the items solicited in this quotation. Any cost the supplier incurs before the purchase contract is placed is to be paid by the bidder.

All preaward negotiations, understandings, and agreements resulting from this request for quotation or proposal are preliminary, and Buyer has no contract obligation to the Seller until a formal purchase contract or letter contract is executed or written authorization to proceed is given by Buyer. Buyer is not under any obligation to procure items for which any negotiations are conducted.

10. **Audit Rights.** Boeing will have the right to examine and audit all books, records, documents, and other data of the Supplier (including computations and projections) related to pricing, performance, or modification in order to evaluate the accuracy, completeness, and currency of cost and pricing data. This right of examination will extend to all documents necessary to permit adequate evaluation of the reasonableness of all cost and pricing data submitted by the Seller relating to existing or future contracts for products (including but not limited to negotiation of equitable adjustments for subsequent purchase contract changes). Such data necessary for adequate evaluation will be maintained and available for three years following contract award. Boeing will treat such information as confidential.
11. **Terms and Conditions.** Any purchase contract resulting from this request for quotation or proposal will be subject to the Buyer’s terms and conditions and instructions stated in this request for quotation or proposal. Any exceptions must be noted on an item-by-item basis in the bid. Do not refer to another set of terms as a counteroffer.
12. **News Releases.** News releases regarding any aspect of this request for quotation or proposal will not be made without the written approval of the Buyer.
13. **Foreign Manufacturers.** The cost of goods that are provided by Seller under any purchase contract resulting from this request and that originate in foreign countries may be claimed by Buyer as offset credits in satisfaction of Buyer’s offset obligations with those countries. If any portion of the goods, including items that may be subcontracted by the Seller, are processed from or manufactured in a foreign country, then Seller will provide the following information to Buyer in the bid response:
 - a. Name of foreign country.
 - b. Brief description of foreign product.
 - c. Actual or estimated value (in dollars or percentage of total dollar value of contract) of foreign contract.

ATTACHMENT A - INSTRUCTIONS (continued)

14. **Pricing**
- 14.1 **Currency.** All bids are to be in U.S. Dollars.
- 14.2 **Type of Contract.** Any purchase contract resulting from your bid will be a firm fixed price contract.
- 14.3 **Options.** All options are to be listed separately, clearly defined as such, and priced accordingly.
- 14.4 **Taxes.** Submit your bid exclusive of all sales and use taxes; such taxes must be added to invoices as separate items, as applicable. Note any federal excise taxes separately in your quotation.
- 14.5 **Royalty Charges.** If your bid contains royalty charges totaling more than \$250, the information required by the “Royalty Information” clause in FAR Part 27 on each separate item of royalty or license fee must be submitted with your bid.
- 14.6 **Minimum Orders.** Seller must indicate whether minimum orders and quantities are applicable to any one or more items and state clearly what the minimum order or quantity is in the bid response.
- 14.7 **Language.** The basic language to be used in your bid response is English.
15. **Payment Schedule and Terms.** Buyer’s standard payment schedule and terms are net 30 days after receipt of goods or performance of services and correct invoice, unless otherwise specified herein. Cash discounts for prompt payment are encouraged and will be considered in the analysis of your bid.
16. **Seller’s Representative**
- 16.1 If you are a manufacturer and choose not to quote direct, you may forward this request for quotation or proposal to your distributor (or distributors); in most cases, distributors with geographical proximity to the Boeing locations specified in attachment C are preferred. Buyer reserves the right to subsequently review the credit worthiness of any such distributor.
- 16.2 Include in your bid the names, mailing addresses, and telephone numbers of persons authorized to conduct negotiations and make contractual commitments. (Reference att. C, item 5.)
17. **Evaluation and Selection.** Bids will be analyzed with consideration given to the following:
- a. Completeness of bid package.
 - b. Technical merit.
 - c. Results of cost and price analysis.
 - d. Conformance to schedule requirements.
 - e. Conformance to Buyer’s terms and conditions.
 - f. Cost savings methods offered by Seller.
18. **Bid Submittal**
- 18.1 The Quotation Sheet, attachment C, is to be used in submitting your bid.
- 18.2 Your bid offering will be considered firm for 90 days from the bid close date.
- 18.3 **Bid Close Date. All copies of bids must be received by Buyer no later than the bid due date and time shown in the cover letter to this request. Late quotations will not be considered.**
- Requests for extensions of the bid closing date or time will not be granted without the written approval of the Buyer.

ATTACHMENT A - INSTRUCTIONS (continued)

- 18.4 Submit **2** copies of your bid.
- 18.5 Submit pricing data separate from the technical data.
- 18.6 Submit your bid and address the envelope as follows:

HAND-CARRY–COURIER–OVERNIGHT DELIVERY:

Mike Broughton, Procurement Agent
The Boeing Company
Supplier Management & Procurement
600 S. W. 39th – Bldg 7-81-9
Renton, WA 98055

U.S. MAIL ONLY (REGULAR OR EXPRESS):
Mike Broughton, Procurement Agent
The Boeing Company
Supplier Management & Procurement
Mail Code **3U-AA**
PO Box 3707
Seattle, WA 98124-2207

Sellers mailing bids should allow sufficient mail time to ensure the timely receipt of their bids and are encouraged to hand-deliver or use courier or overnight delivery.

(Note: U.S. Express Mail, U.S. Certified Mail, and UPS Overnight Deliveries do not go directly to the Supplier Management & Procurement department; therefore, timely delivery by these carriers to the Buyer cannot be guaranteed and is not recommended.)

ATTACHMENT A - INSTRUCTIONS (continued)



THE BOEING COMPANY GENERAL PROVISIONS
(Fixed Price Contract) GP1 (02/01/2001)

1. FORMATION OF CONTRACT. This proposed contract is Buyer's offer to purchase the goods and services (Goods) described in this offer. Acceptance is strictly limited to the terms and conditions in this offer. Unless specifically agreed to in writing by Buyer's Authorized Procurement Representative, Buyer objects to, and is not bound by, any term or condition that differs from or adds to this offer. Seller's commencement of performance or acceptance of this offer in any manner shall conclusively evidence acceptance of this offer as written.

2. SCHEDULE

- a. Seller shall strictly adhere to the shipment, delivery or completion schedules specified in this contract. In the event of any anticipated or actual delay, including but not limited to delays attributed to labor disputes, Seller shall: (i) promptly notify Buyer in writing of the reasons for the delay and the actions being taken to overcome or minimize the delay; and (ii) provide Buyer with a written recovery schedule. If Buyer requests, Seller shall, at Seller's expense, ship via air or other expedited routing to avoid the delay or minimize it as much as possible.
- b. Seller shall not deliver Goods prior to the scheduled delivery dates unless authorized by Buyer.
- c. Buyer shall, at no additional cost, retain goods furnished in excess of the specified quantity or in excess of any allowable overage unless, within 45 days of shipment, Seller requests return of such excess. In the event of such request, Seller shall reimburse Buyer for reasonable costs associated with storage and return of the excess. If Goods are manufactured with reference to Buyer's proprietary information or materials, Seller agrees that, pursuant to the "Confidential, Proprietary and Trade Secrets Information and Materials" article of this contract, it will not sell or offer such Goods for sale to anyone other than Buyer without Buyer's prior written consent.

3. PACKING AND SHIPPING

- a. Seller shall pack the Goods to prevent damage and deterioration. Seller shall comply with carrier tariffs. Unless this contract specifies otherwise, the price includes shipping charges for Goods sold F.O.B. destination. Unless otherwise specified in this contract, Goods sold F.O.B. place of shipment shall be forwarded collect. Seller shall make no declaration concerning the value of the Goods shipped except on Goods where the tariff rating is dependent upon released or declared value. In such event, Seller shall release or declare such value at the maximum value within the lowest rating. Buyer may charge Seller for damage to or deterioration of any Goods resulting from improper packing or packaging.
- b. Unless this contract specifies otherwise, Seller will ship the Goods in accordance with the following instructions:
 - (i) Shipments by Seller or its subcontractors must include packing sheets containing Buyer's contract number, line item number, description and quantity of Goods shipped, part number or size, if applicable, and appropriate evidence of inspections. A shipment containing hazardous and nonhazardous materials must have separate packing sheets for the hazardous and nonhazardous materials. Seller shall not include vermiculite or other hazardous substance in any packing material included with the Goods. Items shipped on the same day will be consolidated on one bill of lading or airbill unless Buyer's Authorized Procurement Representative authorizes otherwise. The shipping documents will describe the material according to the applicable classification and/or tariff. The total number of shipping containers will be referenced on all shipping documents. Originals of all Government bills of lading will be surrendered to the origin carrier at the time of shipment.
 - (ii) Seller will not insure any F.O.B. origin shipment unless authorized by Buyer.
 - (iii) Seller will label each shipping container with the contract number and the number that each container represents of the total number being shipped (e.g., box 1 of 2, box 2 of 2).

- (iv) Buyer will select the carrier and mode of transportation for all shipments where freight costs will be charged to Buyer.
- (v) Seller will include copies of documentation supporting prepaid freight charges (e.g., carrier invoices or UPS shipping log/manifest), if any, with its invoices.
- (vi) If Seller is unable to comply with the shipping instructions in this contract, Seller will contact Buyer's Traffic Management Department referenced elsewhere in this contract or Buyer's Authorized Procurement Representative.

4. QUALITY CONTROL. Seller shall establish and maintain a quality control system acceptable to Buyer for the Goods purchased under this contract. Seller shall permit Buyer to review procedures, practices, processes and related documents to determine such acceptability. Seller shall have a continuing obligation to promptly notify Buyer of any violation of or deviation from Seller's approved inspection/quality control system and to advise Buyer of the quantity and specific identity of any Goods delivered to Buyer during the period of any such violation or deviation.

5. SELLER'S NOTICE OF DISCREPANCIES. Seller shall notify Buyer in writing when discrepancies in Seller's process or product are discovered or suspected regarding Goods delivered or to be delivered under this contract.

6. INSPECTION

- a. At no additional cost to Buyer, Goods shall be subject to inspection, surveillance and test at reasonable times and places, including Seller's subcontractors' locations. Buyer shall perform inspections, surveillance and tests so as not to unduly delay the work.
- b. Seller shall maintain an inspection system acceptable to Buyer for the Goods purchased under this contract.
- c. If Buyer performs an inspection or test on the premises of Seller or its subcontractors, Seller shall furnish, and require its subcontractors to furnish, without additional charge, reasonable facilities and assistance for the safe and convenient performance of these duties.

7. ACCEPTANCE AND REJECTION

- a. Buyer shall accept the Goods or give Seller notice of rejection or revocation of acceptance ("rejection" herein), notwithstanding any payment, prior test or inspection, or passage of title. No inspection, test, delay or failure to inspect or test or failure to discover any defect or other nonconformance shall relieve Seller of any obligations under this contract or impair any rights or remedies of Buyer.
- b. If Seller delivers non-conforming Goods, Buyer may at its option and at Seller's expense (i) return the Goods for credit or refund; (ii) require Seller to promptly correct or replace the Goods; (iii) correct the Goods; or (iv) obtain replacement Goods from another source.
- c. Seller shall not redeliver corrected or rejected goods without disclosing the former rejection or requirement for correction. Seller shall disclose any corrective action taken. Repair, replacement and other correction and redelivery shall be completed within the original delivery schedule or such later time as Buyer's Authorized Procurement Representative may reasonably direct.
- d. All costs and expenses and loss of value incurred as a result of or in connection with nonconformance and repair, replacement or other correction may be recovered from Seller by equitable price reduction or credit against any amounts that may be owed to Seller under this contract or otherwise.

8. WARRANTY

- a. Seller warrants that all Goods furnished under this contract shall conform to all specifications and requirements of this contract and shall be free from defects in materials and workmanship. To the extent Goods are not manufactured pursuant to detailed designs and specifications furnished by Buyer, the Goods shall be free from

design and specification defects. This warranty shall survive inspection, test and acceptance of, and payment for, the Goods. This warranty shall run to Buyer and its successors, assigns and customers. Such warranty shall begin after Buyer's final acceptance. Buyer may, at its option, either (i) return for credit or refund, or (ii) require prompt correction or replacement of the defective or non-conforming Goods. Return to Seller of defective or non-conforming Goods and redelivery to Buyer of corrected or replaced Goods shall be at Seller's expense. Goods required to be corrected or replaced shall be subject to this article and the "Inspection" article of this contract in the same manner and to the same extent as Goods originally delivered under this contract, but only as to the corrected or replaced part or parts thereof. Even if the parties disagree about the existence of a breach of this warranty, Seller shall promptly comply with Buyer's direction to: (i) repair, rework or replace the Goods, or (ii) furnish any materials or parts and installation instructions required to successfully correct the defect or nonconformance. If the parties later determine that Seller did not breach this warranty, the parties shall equitably adjust the contract price.

- b. Seller warrants that any hardware, software and firmware product delivered under this contract shall be able to accurately process date/time data (including, but not limited to, calculating, comparing and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it. The duration of this warranty and the remedies available to Buyer for breach of this warranty shall be as defined in, and subject to, the other warranties contained in this contract, provided that notwithstanding any provision to the contrary in such warranties, the remedies available to Buyer under this warranty shall include repair or replacement of any non-compliant product discovered and made known to Seller in writing. Nothing in this warranty shall be construed to limit any rights or remedies Buyer may otherwise have under this contract with respect to defects other than year-2000 performance.

9. **TAXES.** Unless this contract specifies otherwise, the price of this contract includes, and Seller is liable for and shall pay, all taxes, impositions, charges and exactions imposed on or measured by this contract except for applicable sales and use taxes that are separately stated on Seller's invoice. Prices shall not include any taxes, impositions, charges or exactions for which Buyer has furnished a valid exemption certificate or other evidence of exemption.

10. **INVOICES AND PAYMENT.** Unless otherwise authorized by Buyer's Authorized Procurement Representative, Seller shall issue a separate original invoice for each delivery that shall include Buyer's contract number and line item number. Seller shall forward its invoice to the address specified elsewhere in this contract. Unless freight or other charges are itemized, Buyer may take any offered discount on the full amount of the invoice. Payment due date, including discount periods, shall be computed from the later of the scheduled delivery date, the actual delivery date or the date of receipt of a correct invoice. Payment shall be deemed made on the date Buyer's check is mailed or payment is otherwise tendered. Seller shall promptly repay Buyer any amounts paid in excess of amounts due Seller.

11. CHANGES

- a. Buyer's Authorized Procurement Representative may, without notice to sureties and in writing, direct changes within the general scope of this contract in any of the following: (i) technical requirements and descriptions, specifications, statement of work, drawings or designs; (ii) shipment or packing methods; (iii) place of delivery, inspection or acceptance; (iv) reasonable adjustments in quantities or delivery schedules or both; (v) amount of Buyer-furnished property; and, if this contract includes services, (vi) description of services to be performed; (vii) time of performance (e.g., hours of the day, days of the week); and (viii) place of performance. Seller shall comply immediately with such direction.
- b. If such change increases or decreases the cost or time required to perform this contract, Buyer and Seller shall negotiate an equitable

adjustment in the price or schedule, or both, to reflect the increase or decrease. Buyer shall modify this contract in writing accordingly. Unless otherwise agreed in writing, Seller must assert any claim for adjustment to Buyer's Authorized Procurement Representative in writing within 25 days and deliver a fully supported proposal to Buyer's Authorized Procurement Representative within 60 days after Seller's receipt of such direction. Buyer may, at its sole discretion, consider any claim regardless of when asserted. If Seller's proposal includes the cost of property made obsolete or excess by the change, Buyer may direct the disposition of the property. Buyer may examine Seller's pertinent books and records to verify the amount of Seller's claim. Failure of the parties to agree upon any adjustment shall not excuse Seller from performing in accordance with Buyer's direction.

- c. If Seller considers that Buyer's conduct constitutes a change, Seller shall notify Buyer's Authorized Procurement Representative immediately in writing as to the nature of such conduct and its effect upon Seller's performance. Pending direction from Buyer's Authorized Procurement Representative, Seller shall take no action to implement any such change.

12. **DISPUTES.** Any dispute that arises under or is related to this contract that cannot be settled by mutual agreement of the parties may be decided by a court of competent jurisdiction. Pending final resolution of any dispute, Seller shall proceed with performance of this contract according to Buyer's instructions so long as Buyer continues to pay amounts not in dispute.

13. **FORCE MAJEURE.** Seller shall not be liable for excess procurement costs pursuant to the "Cancellation for Default" article of this contract, incurred by Buyer because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of Seller. Examples of these causes are (a) acts of God or of the public enemy, (b) acts of the Government in either its sovereign or contractual capacity, (c) fires, (d) floods, (e) epidemics, (f) quarantine restrictions, (g) strikes, (h) freight embargoes and (i) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of Seller. If the delay is caused by delay of a subcontractor of Seller and if such delay arises out of causes beyond the reasonable control of both, and if such delay is without the fault or negligence of either, Seller shall not be liable for excess costs unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Seller to meet the required delivery schedules. Seller shall notify Buyer in writing within 10 days after the beginning of any such cause.

14. **TERMINATION FOR CONVENIENCE.** Buyer may terminate all or part of this contract, effective as of the date specified by Buyer, in accordance with the provisions of Federal Acquisition Regulation ("FAR") 52.249-2 (Sep 96), "Termination for Convenience of the Government (Fixed Price)," which provisions, except for subparagraphs (d) and (j), are incorporated herein by reference. The terms "Government" and "Contracting Officer" shall mean "Buyer," "Contractor" shall mean "Seller," and the phrase "1 year" is deleted each place it occurs and "six months" is substituted in its place. The time for requesting an equitable adjustment under subparagraph (1) is reduced to 45 days. Settlements and payments under this clause may be subject to approval by the Contracting Officer and the Settlement Review Board.

15. CANCELLATION FOR DEFAULT

- a. Buyer may, by written notice to Seller, cancel all or part of this contract if (i) Seller fails to deliver the Goods within the time specified by this contract or any written extension; (ii) Seller fails to perform any other provision of this contract or fails to make progress, so as to endanger performance of this contract, and, in either of these two circumstances, does not cure the failure within 10 days after receipt of notice from Buyer specifying the failure; or (iii) in the event of Seller's suspension of business, insolvency, appointment of a receiver for Seller's property or business, or any assignment, reorganization or arrangement by Seller for the benefit of its creditors.

- b. Seller shall continue work not canceled. If Buyer cancels all or part of this contract, Seller shall be liable for Buyer's excess re-procurement costs.
- c. Buyer may require Seller to transfer title and deliver to Buyer, as directed by Buyer, any (i) completed Goods, and (ii) any partially completed Goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information and contract rights (collectively, "Manufacturing Materials") that Seller has specifically produced or acquired for the canceled portion of this contract. Upon direction from Buyer, Seller shall also protect and preserve property in its possession in which Buyer or its Customer has an interest.
- d. Buyer shall pay the contract price for Goods accepted. Payment for Manufacturing Materials accepted by Buyer and for the protection and preservation of property shall be at a price determined in accordance with the "Termination for Convenience" article of this contract, except that Seller shall not be entitled to profit. Buyer may withhold from any amount due under this contract any sum Buyer determines to be necessary to protect Buyer or Buyer's customer against loss because of outstanding liens or claims of former lien holders.
- e. If, after cancellation, it is determined that Seller was not in default, the rights and remedies of the parties shall be as if the contract had been terminated according to the "Termination for Convenience" article of this contract.

16. ASSIGNMENT, DELEGATION AND SUBCONTRACTING. Seller shall not assign any of its rights or interest in this contract or subcontract all or substantially all of its performance of this contract, without Buyer's prior written consent. Seller shall not delegate any of its duties or obligations under this contract. Seller may assign its right to monies due or to become due. No assignment, delegation or subcontracting by Seller, with or without Buyer's consent, shall relieve Seller of any of its obligations under this contract or prejudice any of Buyer's rights against Seller whether arising before or after the date of any assignment. This article does not limit Seller's ability to purchase standard commercial supplies or raw materials.

17. PUBLICITY. Without Buyer's prior written approval, Seller shall not, and shall require that its subcontractors at any tier shall not, release any publicity, advertisement, news release or denial or confirmation of same regarding this contract or the Goods or program to which it pertains. Seller shall be liable to Buyer for any breach of such obligation by any subcontractor.

18. BUYER'S PROPERTY. Seller shall clearly mark, maintain an inventory of, and keep segregated or identifiable all of Buyer's property and all property to which Buyer acquires an interest by virtue of this contract. Seller assumes all risk of loss, destruction or damage of such property while in Seller's possession, custody or control, including any transfer to Seller's subcontractors. Upon request, Seller shall provide Buyer with adequate proof of insurance against such risk of loss. Seller shall not use such property other than in performance of this contract without Buyer's prior written consent. Seller shall notify Buyer's Authorized Procurement Representative if Buyer's property is lost, damaged or destroyed. As directed by Buyer, upon completion, termination or cancellation of this contract, Seller shall deliver such property, to the extent not incorporated in delivered Goods, to Buyer in good condition subject to ordinary wear and tear and normal manufacturing losses. Nothing in this article limits Seller's use, in its direct contracts with the Government, of property in which the Government has an interest.

19. PATENT, TRADEMARK AND COPYRIGHT INDEMNITY. Seller will indemnify, defend and hold harmless Buyer and its customer from all claims, suits, actions, awards (including, but not limited to, awards based on intentional infringement of patents known at the time of such infringement, exceeding actual damages and/or including attorneys' fees and/or costs), liabilities, damages, costs and attorneys' fees related to the actual or alleged infringement of any United States or foreign intellectual property right (including, but not limited to, any right in a patent, copyright, industrial design or semiconductor mask work, or based on misappropriation or wrongful use of information or documents) and arising out of the manufacture, sale or use of products by either Buyer or its customer. Buyer and/or its customer will duly notify Seller of any such

claim, suit or action; and Seller will, at its own expense, fully defend such claim, suit or action on behalf of indemnitees. Seller will have no obligation under this article with regard to any infringement arising from (a) Seller's compliance with formal specifications issued by Buyer where infringement could not be avoided in complying with such specifications or (b) use or sale of products in combination with other items when such infringement would not have occurred from the use or sale of those products solely for the purpose for which they were designed or sold by Seller. For purposes of this article only, the term Buyer will include The Boeing Company and all Boeing subsidiaries and all officers, agents and employees of Boeing or any Boeing subsidiary.

20. CONFIDENTIAL, PROPRIETARY AND TRADE SECRET INFORMATION AND MATERIALS. Buyer and Seller shall each keep confidential and protect from unauthorized use and disclosure all (a) confidential, proprietary and/or trade secret information; (b) tangible items containing, conveying or embodying such information; and (c) tooling identified as being subject to this clause and obtained, directly or indirectly, from the other in connection with this contract or other agreement referencing this contract (collectively referred to as "Proprietary Information and Materials"). Buyer and Seller shall each use Proprietary Information and Materials of the other only in the performance of and for the purpose of this contract and/or any other agreement referencing this contract. However, despite any other obligations or restrictions imposed by this article, Buyer shall have the right to use, disclose and reproduce Seller's Proprietary Information and Materials, and make derivative works thereof, for the purposes of testing, certification, use, sale or support of any product delivered under this contract or any other agreement referencing this contract. Any such use, disclosure, reproduction or derivative work by Buyer shall, whenever appropriate, include a restrictive legend suitable for the particular circumstances. The restrictions on disclosure or use of Proprietary Information and Materials by Seller shall apply to all materials derived by Seller or others from Buyer's Proprietary Information and Materials. Upon Buyer's request at any time, and in any event upon the completion, termination or cancellation of this contract, Seller shall return to Buyer all of Buyer's Proprietary Information and Materials and all materials derived therefrom, unless specifically directed otherwise in writing by Buyer. Seller shall not, without the prior written authorization of Buyer, sell or otherwise dispose of (as scrap or otherwise) any parts or other materials containing, conveying, embodying or made in accordance with or by reference to any Proprietary Information and Materials of Buyer. Prior to disposing of such parts or other materials as scrap, Seller shall render them unusable. Buyer shall have the right to audit Seller's compliance with this article. Seller may disclose Proprietary Information and Materials of Buyer to its subcontractors as required for the performance of this contract, provided that each such subcontractor first agrees in writing to the same obligations imposed upon Seller under this article relating to Proprietary Information and Material. Seller shall be liable to Buyer for any breach of such obligation by such subcontractor. The provisions of this article are effective in lieu of any restrictive legends or notices applied to Proprietary Information and Materials. The provisions of this article shall survive the performance, completion, termination or cancellation of this contract.

21. RECORDS AND AUDIT. Seller shall retain all records and documents pertaining to the Goods for a period of no less than three years after final payment. Such records and documents shall date back to the time this contract was issued and shall include without limitation, catalogs, price lists, invoices and inventory records for purposes of verification of prices or rates charged by Seller for Goods procured by Buyer. Buyer shall have the right to examine, reproduce and audit all such records related to pricing and performance to evaluate the accuracy, completeness and currency of cost and pricing data submitted with Seller's bid or offer to sell, and related to "Changes," "Termination for Convenience" or "Cancellation for Default" articles of this contract.

22. RIGHTS OF BUYER'S CUSTOMERS AND REGULATORS TO PERFORM INSPECTION, SURVEILLANCE AND TESTING. Buyer's rights to perform inspections, surveillance and tests and to review procedures, practices, processes and related documents related to quality assurance, quality control, flight safety and configuration control shall extend to the customers of Buyer that are departments, agencies or instrumentalities of the United States Government and to the United States Government Federal Aviation Administration and any successor agency or

instrumentality of the United States Government. Buyer may also, at Buyer's option, by prior written notice from Buyer's Authorized Procurement Representative, extend such rights to other customers of Buyer and to agencies or instrumentalities of foreign governments equivalent in purpose to the Federal Aviation Administration. Seller shall cooperate with any such United States Government-directed or Buyer-directed inspection, surveillance, test or review without additional charge to Buyer. Nothing in this contract shall be interpreted to limit United States Government access to Seller's facilities pursuant to law or regulation.

23. GRATUITIES. Seller warrants that neither it nor any of its employees, agents, or representatives have offered or given, or will offer or give, any gratuities to Buyer's employees, agents or representatives for the purpose of securing this contract or securing favorable treatment under this contract.

24. OFFSET CREDITS

- a. To the exclusion of all others, Buyer or its assignees shall be entitled to all industrial benefits or offset credits which might result from this contract. Seller shall provide documentation or information that Buyer or its assignees may reasonably request to substantiate claims for industrial benefits or offset credits.
- b. Seller agrees to use reasonable efforts to identify the foreign content of goods that Seller either produces itself or procures from subcontractors for work directly related to this contract. Promptly after selection of a foreign subcontractor for work under this contract, Seller shall notify Buyer of the name, address, subcontract point of contact (including telephone number) and dollar value of the subcontract.

25. UTILIZATION OF SMALL BUSINESS CONCERNS. Seller agrees to actively seek out and provide the maximum practicable opportunities for small businesses, small disadvantaged businesses, women-owned small businesses, minority business enterprises, historically black colleges and universities and minority institutions, Historically Underutilized Business Zone small business concerns and U.S. Veteran and Service-Disabled Veteran Owned small business concerns to participate in the subcontracts Seller awards to the fullest extent consistent with the efficient performance of this contract.

26. RIGHTS AND REMEDIES. Any failures, delays or forbearances of either party in insisting upon or enforcing any provisions of this contract, or in exercising any rights or remedies under this contract, shall not be construed as a waiver or relinquishment of any such provisions, rights or remedies; rather, the same shall remain in full force and effect. Except as otherwise limited in this contract, the rights and remedies set forth herein are cumulative and in addition to any other rights or remedies that the parties may have at law or in equity. If any provision of this contract is or becomes void or unenforceable by law, the remainder shall be valid and enforceable.

27. COMPLIANCE WITH LAWS. Seller shall comply with all applicable statutes and government rules, regulations and orders, including those pertaining to United States Export Controls.

28. GOVERNING LAW. This contract shall be governed by and construed in accordance with the laws of the state of Washington. No consideration shall be given to Washington's conflict of laws rules. This contract excludes the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

29. GOVERNMENT CLAUSES. Government clauses applicable to this contract are incorporated herein either by attachment to this document or by some other means of reference.

30. SUSPENSION OF WORK

- a. Buyer's Authorized Procurement Representative may, by written order, suspend all or part of the work to be performed under this contract for a period not to exceed 100 days. Within such period of any suspension of work, Buyer shall (i) cancel the suspension of work order; (ii) terminate this contract in accordance with the "Termination for Convenience" article of this contract; (iii) cancel

this contract in accordance with the "Cancellation for Default" article of this contract; or (iv) extend the stop work period.

- b. Seller shall resume work whenever a suspension is canceled. Buyer and Seller shall negotiate an equitable adjustment in the price or schedule or both if (i) this contract is not canceled or terminated; (ii) the suspension results in a change in Seller's cost of performance or ability to meet the contract delivery schedule; and (iii) Seller submits a claim for adjustment within 20 days after the suspension is canceled.

31. ACCESS TO PLANTS AND PROPERTIES. Seller shall comply with all the rules and regulations established by Buyer for access to and activities in and around premises controlled by Buyer or Buyer's customer.

32. ENTIRE AGREEMENT. This contract contains the entire agreement of the parties and supersedes any and all prior agreements, understandings and communications between Buyer and Seller related to the subject matter of this contract. No amendment or modification of this contract shall bind either party unless it is in writing and is signed by Buyer's Authorized Procurement Representative and an authorized representative of Seller.

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Boeing Shared Services Group
TERM CONTRACT TERMS AND CONDITIONS
(Addendum to General Provisions)

1. TERM CONTRACT PROCESSING

Seller understands that Buyer's Authorized Procurement Representative (or their designee) may place telephone orders to Seller under the Contract to the extent that Goods requested are within the scope of the pricing exhibit attached hereto and made a part hereof. Other Goods are not to be construed as part of the Contract and, therefore, are not to be provided hereunder. Seller shall accept requirements from Buyer's Authorized Procurement Representative (or their designee) only when such requirement can be delivered not later than one hundred eighty (180) calendar days following the end of the term of the Contract.

2. INTEGRATION WITH CONTRACT

The terms and conditions in this addendum are supplemental to the General Provisions, GP1, GP2, or GP3, whichever is referenced in the contract.

The price quotations and, delivery schedules made by Seller to Buyer's Authorized Procurement Representative (or their designee) shall become part of the Contract except for Seller's terms and conditions.

3. PURCHASE OBLIGATIONS

This Contract is established to facilitate the purchase of Goods from Seller as specified in the Contract. Unless otherwise specified no minimum order quantities apply.

4. INVOICE

If the Contract specifies Packing Slip Invoice (PSI) form as the packing list and invoice, refer to Contract note section for invoicing instructions. If the Contract does not specify PSI form as the packing list and invoice, refer to the applicable General Provisions "Invoice and Payment" article.

When using the PSI form, Seller shall present a completed PSI form with each delivery for acknowledgment of receipt by Buyer. Buyer will retain two copies of this form; one copy (blue) will serve as an invoice. Seller agrees to retain PSI copies acknowledged by Buyer for three years after final payment hereunder.

When it is necessary for Seller to "Back Order" a quantity, separate invoices must be written, one for the quantity readily available and others for the "Back Ordered" quantities as delivered.

5. SUM ALLOTTED

The sum allotted amount specified in any Contract is for Buyer's budgetary purposes only and represents no guaranteed commitment except for Goods actually received. Any estimate or other representation of future purchase requirements provided to Seller by Buyer is not to be considered or relied upon as an indication of Buyer's actual purchase requirements. From time to time, by written notice to Seller or unilateral modification of the Contract, Buyer may increase the sum allotted and, with the agreement of the Seller, revise the estimated period of performance.

6. RETURN

Seller and Buyer agree to negotiate in good faith regarding return privileges for the Goods ordered herein, however, Seller shall automatically extend such privileges to Buyer whenever all of the following conditions exist:

- a. Goods were ordered from Seller by Buyer under the Contract during its effective term; and
- b. Goods were not classified as a special order; and
- c. Goods have not been altered or damaged by Buyer; and
- d. Buyer requests return for credit within six months (180 days) from contact delivery.

Seller agrees to issue Buyer a credit invoice immediately for such returns at the time of Seller's pick-up, or before Goods are returned to the Seller by commercial carrier or Boeing Licensed Transportation. There will be no fees, surcharge, restocking charge, discounts, or demurrage, except for cartage expense involved in delivery and return of goods meeting the above conditions.

7. CONTRACT LIMITS

Seller will accept Buyer's Authorized Procurement Representative (or their designee) requirements under the terms of this Contract only when each such requirement does not exceed a unit value of \$30,000.00 and a total invoice value of \$30,000.00. Unless otherwise specified herein, such requirements are outside the scope of this Contract.

8. REPORT REGARDING USAGE DATA

Seller agrees to track all sales processed under each Contract. Once every three months, Seller will submit to the Buyer's Authorized Procurement Representative a report detailing the following information:

- a. Delivery location.
- b. Part number and description of each item ordered.
- c. Total quantity for each item ordered.
- d. Cumulative total quantity for each item ordered.
- e. Unit price of each item.
- f. Cumulative total cost of each item.

The fourth quarterly report shall include for each delivery location a summary of the entire year's activity addressing each of the above criteria.

The first report shall be due _____ and should address the time period _____ through _____. Subsequent reports would be due every three months thereafter, as dictated by the initial dates above. Upon receiving evidence that all sales are being fully tracked, Buyer may elect to decrease the frequency requirement of these reports and will convey such change in writing to the Seller.

Any costs associated with providing the above reports shall be incorporated into Seller's contract pricing and will not be invoiced as a separate charge.

9. SUPPLIER FINANCIAL REVIEW

If the term contract exceeds \$100,000 and extends for more than one year, and if requested, the supplier shall provide financial data on a quarterly basis or as requested to the Boeing Credit Office for credit and financial condition reviews. Said data shall include but not be limited to balance sheets, schedule of accounts payable and receivable, major lines of credit, creditors, income statements (profit and loss), cash flow statements, firm backlog, and headcount. Copies of such data are to be made available within 72 hours of any written request by Buyer. All of such information shall be treated as confidential in accordance with Boeing Procedure IB-ACG-200, "Information Protection."

10. RECORDS AND AUDIT

Seller shall retain all records and documents pertaining to the Services for a period of no less than three years after final payment. Such records and documents shall date back to the time this contract was issued for purposes of verification of prices or rates charged by Seller for Services procured by Buyer. Buyer shall have the right to reproduce and audit all such records related to pricing and performance to evaluate the accuracy, completeness and currency of cost and pricing data submitted with Seller's bid or offer to sell and related to the "Changes", "Termination for Convenience" or "Cancellation for Default" articles of the General Provisions.

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Boeing Shared Services Group
ON-SITE ACTIVITY SUPPLEMENT
(Supplement to General Provisions or Terms and Conditions)

In the event the Seller is required to perform work on property owned, operated, leased, or controlled by Buyer, Seller agrees to adhere to the following terms and conditions.

1. DEFINITIONS

“Buyer” means The Boeing Company or its division, or The Boeing Company acting as agent for any of its affiliates, or wholly owned subsidiaries. All references in this Contract to “The Boeing Company” and any of its affiliates, divisions, or wholly owned subsidiaries shall mean “Buyer.”

“Buyer representative” means the Buyer employee who has been designated to oversee and monitor the Seller’s activities at the Buyer’s site.

“Hazardous chemical” means any chemical that is a physical hazard or a health hazard as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200 or an OSHA-approved state equivalent standard.

“Hazardous substances” shall be defined as provided under federal law at 42 U.S.C. §9601 (the Comprehensive Environmental Response, Compensation & Liability Act) and 40 C.F.R. §302.3, and as provided under any applicable state or local law. In the State of Washington, “hazardous substances” shall include, at a minimum, any substance identified as such under Chapter 70.105D RCW or WAC 173-340-200 or both, including petroleum or petroleum products.

“Hazardous waste” shall be defined as provided under federal law at 42 U.S.C. §6903 (the Solid Waste Disposal Act, which as amended is also referred to as the Resource Conservation and Recovery Act) and 40 C.F.R. §260.10, and as provided under any applicable state or local law. In the State of Washington, “hazardous waste” shall be deemed to include “dangerous waste” as defined in Chapter 70.105 RCW or WAC 173-303-040 or both.

“Seller” means the entity identified in the Contract who agrees to sell Work.

“Work” means services performed or to be performed by Seller or its employees under any Contract.

2. INDEMNIFICATION, INSURANCE AND PROTECTION OF PROPERTY

- a. Indemnification Negligence of Seller or Subcontractor. Seller shall indemnify and hold harmless The Boeing Company, its subsidiaries, and their directors, officers, employees and agents from and against all actions, causes of action, liabilities, claims, suits, judgments, liens, awards and damages of any kind and nature whatsoever for property damage, personal injury or death (including without limitation injury to or death of employees of Seller or any subcontractor thereof) and expenses, costs of litigation and counsel fees related thereto or incident to establishing the right to indemnification, arising out of or in any way related to this contract, the performance thereof by Seller or any subcontractor thereof or other third parties, including, without limitation, the provision of services, personnel, facilities, equipment, support, supervision or review. The foregoing indemnity shall apply only to the extent of the negligence of Seller, any subcontractor thereof or their respective employees. In no event shall Seller’s obligations hereunder be limited to the extent of any insurance available to or provided by Seller or any subcontractor thereof. Seller expressly waives any immunity under industrial insurance,

whether arising out of statute or source, to the extent of the indemnity set forth in this paragraph (a).

- b. Commercial General Liability. If Seller or any subcontractor thereof will be performing work on Buyer’s premises, Seller shall carry and maintain, and ensure that all subcontractors thereof carry and maintain, throughout the period when work is performed and until final acceptance by Buyer, Commercial General Liability insurance with available limits of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage combined. Such insurance shall contain coverage for all premises and operations, broad form property damage, contractual liability (including, without limitation, that specifically assumed under paragraph (a) herein) and goods and completed-operations insurance with limits of not less than one million dollars (\$1,000,000) per occurrence for a minimum of 24 months after final acceptance of the work by Buyer. Such insurance shall not be maintained on a per-project basis unless the respective Seller or subcontractor thereof does not have blanket coverage.
- c. Automobile Liability. If licensed vehicles will be used in connection with the performance of the work, Seller shall carry and maintain, and ensure that any subcontractor thereof who uses a licensed vehicle in connection with the performance of the work carries and maintains, throughout the period when work is performed and until final acceptance by Buyer, Business Automobile Liability insurance covering all vehicles, whether owned, hired, rented, borrowed or otherwise, with available limits of not less than one million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage.
- d. Workers’ Compensation. Throughout the period when work is performed and until final acceptance by Buyer, Seller shall, and ensure that any subcontractor thereof shall, cover or maintain insurance in accordance with the applicable laws relating to Workers’ Compensation with respect to all of their respective employees working on or about Buyer’s premises. If Buyer is required by any applicable law to pay any Workers’ Compensation premiums with respect to an employee of Seller or any subcontractor, Seller shall reimburse Buyer for such payment.
- e. Certificates of Insurance. Prior to commencement of the work, Seller shall provide for Buyer’s review and approval certificates of insurance reflecting full compliance with the requirements set forth in paragraphs (b) Commercial General Liability, (c) Automobile Liability and (d) Workers’ Compensation. Such certificates shall be kept current and in compliance throughout the period when work is being performed and until final acceptance by Buyer, and shall provide for 30 days advance written notice to Buyer in the event of cancellation. Failure of Seller or any subcontractor thereof to furnish certificates of insurance, or to procure and maintain the insurance required herein or failure of Buyer to request such certificates, endorsements or other proof of coverage shall not constitute a waiver of Seller’s or subcontractor’s obligations hereunder.
- f. Self-Assumption. Any self-insured retention, deductibles and exclusions in coverage in the policies required under this article shall be assumed by, for the account of and at the sole

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risk of Seller or the subcontractor which provides the insurance and to the extent applicable shall be paid by such Seller or subcontractor. In no event shall the liability of Seller or any subcontractor thereof be limited to the extent of any of the minimum limits of insurance required herein.

Protection of Property. Seller assumes, and shall ensure that all subcontractors thereof and their respective employees assume, the risk of loss or destruction of or damage to any property of such parties whether owned, hired, rented, borrowed or otherwise. Seller waives, and shall ensure that any subcontractor thereof and their respective employees waive, all rights of recovery against Buyer, its subsidiaries and their respective directors, officers, employees and agents for any such loss or destruction of or damage to any property of Seller, any subcontractor or their respective employees.

- h. At all times Seller shall, and ensure that any subcontractor thereof shall, use suitable precautions to prevent damage to Buyer's property. If any such property is damaged by the fault or negligence of Seller or any subcontractor thereof, Seller shall, at no cost to Buyer, promptly and equitably reimburse Buyer for such damage or repair or otherwise make good such property to Buyer's satisfaction. If Seller fails to do so, Buyer may do so and recover from Seller the cost thereof.

3. SAFETY

- a. Seller's Sole Responsibility for Safety. Seller shall at all times be solely responsible for all aspects of safety in connection with the Work, including initiating, maintaining, and supervising all safety precautions and programs. Such responsibility for safety includes, without limitation, the obligations set forth in the remainder of clause 4 (Safety). Seller shall at all times perform the Work, or ensure that it is performed, in a manner to avoid the risk of bodily injury to persons or risk of damage to property. Seller shall promptly take all precautions that are necessary and adequate against any conditions that involve a risk of bodily harm to persons or a risk of damage to property. Seller shall continuously inspect all Work, materials, and equipment to discover and determine the existence of any such conditions and shall be solely responsible for discovery, determination, and correction of any such conditions.
- b. No Buyer Responsibility for Safety. Buyer shall have no responsibility for the safety performance by Seller of the Work or any aspect of the safety in connection with the Work, including all safety precautions and programs of the Seller.
- c. Compliance With Laws and Directions.
 - (1) Seller shall comply, and shall ensure that all subcontractors and suppliers on site comply, with all applicable federal, state, and local laws, regulations, ordinances, and standards related to safety. Seller shall cooperate and coordinate with other sellers and their subcontractors regarding safety matters. Seller shall promptly comply, and ensure that all its subcontractors and suppliers on site promptly comply, with requirements as set forth in the Contract.
 - (2) Paragraph 3.c.(2) shall apply to Work performed in the states of Washington and Oregon. Seller shall promptly comply, and ensure that all its subcontractors and suppliers on site promptly comply, with requirements as set forth in attachment hereto entitled "Safety, Health, and Environmental Requirements." Requirements set forth

are not intended to be all-inclusive. The absence of a specific regulatory requirement does not relieve the Seller from such requirement under this Contract nor prohibit Buyer from providing additional direction when warranted by the Work. By providing requirements, Buyer assumes no control or responsibility whatsoever for any aspect of the safety of the Work, which shall remain solely with Seller. The safety, health, and environmental requirements have been published in a manual entitled "The Boeing Company Service Provider Safety/Health/Environmental Manual" (Manual). Seller shall provide a copy of the Manual to all Seller employees assigned to perform Work under this Contract and require that all subcontractors provide a copy to their employees assigned to perform Work under this Contract. A complete copy is available on the Web at: http://famo.ca.boeing.com/shear/acquire_modify/s_provider.pdf. Paper copies of the Manual are available in limited quantities on request. Where a federal, state, or local law is more restrictive, such law shall be followed.

- d. Observations. Buyer personnel may visit the Work area at various times generally to observe the Seller's performance under the Contract. Buyer will not, however, be required to make Work area observations--periodic, continuous, exhaustive, or otherwise. Seller recognizes and agrees that any Buyer visits to the Work area or observations or both resulting from those visits will not in any manner relieve Seller of its sole responsibility for all aspects of safety in connection with the Work, nor will such visits or observations create or constitute actual control or the right to control such safety by Buyer. Neither Buyer's observations, visits, or omissions nor any actions or inactions during or as a result of such visits or observations give rise to a duty, responsibility, or liability of Buyer to the Seller, any subcontractor, supplier on site, their agents or employees, or other persons performing portions of the Work.
- e. Safety Plans. Although Seller has sole responsibility for safety in connection with the Work, Buyer has responsibility for the safety of its own employees. Accordingly, before beginning the Work or any portion thereof, Seller shall submit for Buyer's review written project-specific safety plans for Seller, with detail commensurate with the Work. Such plans shall describe anticipated hazards and control methods the Seller will employ to administer a safety program for the Work to provide adequate safeguards for all employees performing the Work, Work area visitors, Buyer employees, and the public and shall describe housekeeping plans. An appropriate health or safety professional should prepare such plans. Review of such project-specific safety plans by Buyer shall not
 - (1) Relieve in any manner Seller of its sole responsibility for safety.
 - (2) Be construed as limiting in any manner Seller's obligation to undertake any action that may be necessary or required to establish and maintain safe working conditions at the Work area.
 - (3) Indicate Buyer's control over the manner in which Seller performs the Work or supervises its employees.
 - (4) Create any liability for Buyer. project-specific safety plans shall be conspicuously posted at the Work area. Seller shall follow its project-specific safety plans and ensure that all its subcontractors and suppliers on site follow their safety program plans.

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- f. Safety Representative. Seller shall appoint a competent safety representative with full authority to coordinate, implement, and enforce Seller's project-specific safety plans and shall authorize such representative to devote to his or her safety representative duties whatever time is necessary to properly perform such duties. The safety representative shall attend all Project safety meetings and participate fully in all activities outlined in Seller's project-specific safety plans.
 - g. Safety Meetings and Equipment. Seller shall hold regularly scheduled meetings to instruct its personnel and all subcontractors and on-site supplier personnel in safety practices. Minutes shall be recorded at all safety meetings and copies submitted to Buyer within three (3) work days to demonstrate compliance with this Contract requirement. Seller shall furnish appropriate safety equipment for the Work in progress, train appropriate personnel in the use of the equipment, and enforce the use of such equipment by its employees. Seller shall ensure that each subcontractor and supplier on site furnishes appropriate safety equipment for the Work in progress, trains appropriate personnel in the use of the equipment, and enforces the use of such equipment by its employees.
 - h. Accident Reports. Accidents and incidents that involve employee time away from Work or medical cases (not including first aid cases) or incidents that require an ambulance, security, or fire department response must be reported to the designated Buyer representative immediately. Such reports must be submitted in writing within one (1) hour of the accident or incident. Further, Seller shall maintain accurate accident and injury reports and shall furnish to Buyer a copy of any accident report prepared as required by the applicable workers' compensation law. Furthermore, Seller shall also furnish to Buyer, in such form as prescribed by Buyer, a monthly summary of injuries and hours worked each month.
 - i. Payment for Emergency Services. When any employee of Seller or any subcontractor or supplier on site, who is engaged in any activity related to the Work, requires the services of an ambulance, physician, hospital, or other health provider, Seller shall pay or arrange for such subcontractor, supplier, or employee to pay all charges for any such services directly to the provider of such services.
 - j. Emergency Notification. All emergency telephone numbers shall be provided to the Buyer representative and shall be prominently displayed or posted at the Work area at or near a telephone that is accessible on all shifts.
- (2) Paragraph 4.a (2) shall apply to Work performed in the states of Washington and Oregon. Seller shall promptly comply, and ensure that all its subcontractors and suppliers on site promptly comply, with requirements as set forth in attachment hereto entitled "Safety, Health, and Environmental Requirements." The absence of a specific regulatory requirement does not relieve the Seller from such requirement under this Contract nor prohibit Buyer from providing additional direction regarding environmental matters when warranted by the Work. The safety, health, and environmental requirements have been published in a manual entitled "The Boeing Company Service Provider Safety/Health/Environmental Manual" (Manual). Seller shall provide a copy of the Manual to all Seller employees assigned to perform Work under this Contract and require that all subcontractors provide a copy to their employees assigned to perform Work under this Contract. A complete copy is available on the Web at http://famo.ca.boeing.com/she/a/acquire_modify/s_provider.pdf. Paper copies of the Manual are available in limited quantities on request. Where a federal, state, or local law is more restrictive, such law shall be followed.
- b. Approved Recycling and Disposal Facilities. The Seller shall emphasize project planning to maximize reuse and recycling of any solid waste, including but not limited to construction, demolition, and land clearing debris, and scrap materials, to the greatest extent feasible with consideration for cost. The Buyer representative will designate the approved recyclers or, if recycling is not possible, the approved disposal locations. Seller and its subcontractors and supplier on site shall use only recyclers or disposal facilities approved by Buyer.
 - c. Solid Waste Handling and Disposal. Covered containers shall be used for collection of solid waste in locations approved by the Buyer representative. Segregation, recycling, or disposal or all three of solid waste shall be as approved by the Buyer representative. Under no circumstances shall hazardous waste be handled, stored, or disposed of with solid waste. Seller shall not bury or burn any waste materials on site.
 - d. Known Work Area Hazardous Materials. Before commencing performance of the Contract, Buyer shall notify Seller of the existence of any known asbestos, petroleum, polychlorinated biphenyl (PCB), or other hazardous substances not rendered harmless at the Work area.
 - e. Latent Work Area Hazardous Materials. If, in the course of the Work, Seller encounters in the Work area materials reasonably believed to be asbestos, petroleum, PCBs, or other hazardous substances, which were not previously disclosed by Buyer and have not been rendered harmless, Seller shall immediately suspend the Work in the area affected and immediately report, in writing, the condition to Buyer. The Work in the affected area shall not thereafter be resumed except by written agreement of Buyer and Seller if, in fact, the substances are asbestos, petroleum, PCBs or other hazardous substances and have not been rendered harmless. The Work in the affected area shall be resumed in the absence of the hazardous substance or when the hazardous condition has been made safe through engineering or administrative controls.

4. ENVIRONMENTAL CONDITIONS

- a. Compliance with Laws and Directions.
 - (1) Seller shall comply, and shall ensure that all subcontractors and suppliers on site comply, with all applicable federal, state, and local laws, regulations, ordinances, and standards related to environmental matters. Seller shall cooperate and coordinate with other sellers and their subcontractors regarding environmental matters. Seller shall promptly comply, and ensure that all its subcontractors and suppliers on site promptly comply, with requirements as set forth in the Contract.

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f. Asbestos Use Prohibited. No material containing asbestos may be used or installed without the written permission of the Buyer representative. When requested by the Buyer representative, Seller shall provide written verification that no materials containing asbestos have been installed as part of the Work.

g. Hazardous Waste Handling and Disposal.

- (1) If Seller or its subcontractor expects to generate hazardous waste in performance of the Work, Seller shall develop a written plan to be approved by the Buyer representative for management of such hazardous waste. The plan will identify the types and volumes of hazardous waste to be generated in the course of the Work and management techniques for such waste. Seller and its subcontractors will manage hazardous waste as directed by the Buyer representative. Seller and its subcontractors shall not take hazardous waste off site.
- (2) Immediately as soon as additional or unanticipated hazardous waste is generated, the Seller shall advise the Buyer representative. The Seller is hereby directed to coordinate with the using organization's environmental office to properly package and manage the hazardous waste.
- (3) Seller is obligated to relocate any hazardous waste that Seller or subcontractor generates, as directed by the Buyer representative, to a designated on-site hazardous waste accumulation or storage area for eventual disposal by Buyer. Should the Seller or subcontractor leave any hazardous waste improperly packaged, or abandoned, Seller shall be liable for all fines or expenses or both associated with
 - (a) Repackaging or other measures reasonably necessary to ensure compliance with applicable federal, state and local laws.
 - (b) Any resulting violations of applicable federal, state or local laws.
 - (c) The remediation of any contamination caused by such improper packaging or such abandonment.

h. Wastewater Handling and Stormwater Management. If Seller or its subcontractor expect to produce wastewater in performance of the Work, including but not limited to stormwater and water produced in subsurface dewatering, Seller shall develop a written plan to be approved by the Buyer representative for handling such wastewater. Both the control and discharge of stormwater shall be addressed in Seller's plan. Such plan shall be drafted to adhere to the Buyer site's Storm Water Pollution Prevention Plan, National Pollution Discharge Elimination System Permit, or Sanitary Sewer System Discharge Permit, or all three, as applicable. The Buyer representative will inform the Seller of such permit requirements. The Seller and its subcontractors shall adhere to all specified terms of such permits.

i. Emergency Response and Reporting of Spills or Releases. If Seller or its subcontractor expects to bring, use, produce, or encounter any hazardous chemicals, hazardous substances, or hazardous waste on site, Seller shall notify Buyer representative and shall obtain from Buyer representative information regarding the applicable plans and procedures for emergency response to spills or releases of hazardous

chemicals, hazardous substances, and hazardous waste. Seller and its subcontractors shall undertake response to such spills or releases only to the extent such response can be taken immediately to contain the spill or release and prevent spreading without posing a physical danger to the respondent or others nearby. Whether or not Seller or a subcontractor undertakes such response, the Seller or subcontractor shall immediately notify the Buyer representative and any other Buyer emergency response personnel identified in the Buyer emergency response plan and procedures provided. Unless the duty to report any such spills or releases to a governmental agency is imposed by law directly on the Seller or a subcontractor, the Buyer representative shall perform such reporting. Seller and its subcontractors shall cooperate fully with the Buyer representative in ensuring timely and complete reporting. If Seller or a subcontractor is itself required by law to report a spill or release, then Seller or any subcontractor undertaking such reporting shall immediately inform the Buyer representative in detail regarding such reporting.

j. Nuisance and Polluting Activity Prohibited. Polluting, dumping, or discharging of any harmful, nuisance, or regulated materials (such as concrete, truck washout, vehicle maintenance fluids, residue from saw cutting operations, solid waste, and hazardous substances) into the building drains, site drains, streams, waterways, holding ponds or to the ground surface shall NOT BE PERMITTED, and the Seller shall be held responsible for any and all damages that may result. Further, Seller shall conduct its activities in such fashion to avoid creating any nuisance conditions, including but not limited to suppression of noise and dust, control of erosion, and arid implementation of other measures as necessary to minimize the off-site effects of Work activities.

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Boeing Shared Services Group
SAFETY, HEALTH, AND ENVIRONMENTAL REQUIREMENTS
Attachment to On-Site Activity Supplement

1. SECURITYa. General Plant Rules

- (1) The use of cameras is authorized only with a permit issued by Buyer.
- (2) Electronic communication devices, such as portable radios, are controlled on Buyer property and must be approved before they are used.
- (3) Smoking is strictly prohibited in all areas, unless otherwise posted or designated as a smoking area.
- (4) Use of Buyer restrooms or cafeterias may require approval before use.
- (5) Buyer phones are limited to business and emergency use.
- (6) Firearms, ammunition, and animals are not to be brought onto Buyer property.

b. Badge Identification

- (1) Seller employees must obtain an identification badge and visibly display and wear the badge while on Buyer property.
- (2) Lending or borrowing identification badges is **strictly prohibited**.

c. Vehicles

- (1) Personal and Seller vehicles used inside secured Buyer property are allowed with special permission only and may require a Buyer-issued parking pass.
- (2) Seller vehicles shall not block entrance ramps, truck doors, plant access aisles, emergency routes, and parking specified for Buyer equipment, facilities, or plant personnel.
- (3) Posted speed limits are to be followed at all times while on Buyer property. **Pedestrians have the right of way at all times.**
- (4) Seller vehicles are not permitted on flight line ramps without prior approval.
- (5) Personnel are not to be transported in the beds of trucks.

d. Conduct

- (1) All Seller employees are to stay within assigned work areas. Wandering throughout the site is **strictly prohibited**.
- (2) Use of offensive language and display of offensive materials is not permitted.
- (3) Horseplay, theft, fighting, harassment, gambling, and possession or use of alcohol or controlled substances or firearms (or other weapons) are **strictly prohibited**.

2. EMERGENCY PROCEDURESa. Evacuations and Route

- (1) In the event of a building or site evacuation, Seller employees must immediately evacuate through the nearest safe exit and report to a designated assembly point. In all cases, instruction and directions given by a supervisor, security, or other emergency response personnel shall be followed.
- (2) Seller employees must not leave the assembly point until authorized to do so.

b. Emergency Notification. Seller employees must immediately report all incidents involving personal injury or property damage to a Seller representative and Buyer representative.c. First Aid Medical Care

- (1) If an emergency situation is observed (e.g., fire, medical, or gas or chemical leak or spill), Seller employees must call the appropriate emergency response agency. For sites with a Buyer fire department response, the Buyer emergency number is to be used immediately. For sites without a Buyer fire department response, call 9-911 and provide the building number, grid or column line number, floor level, door number, and where the nearest phone is located. Emergency numbers vary depending on location.
- (2) The Seller is responsible for providing medical services to its employees. The Buyer will respond to medical emergencies on sites equipped with medical facilities and provide emergency medical treatment until outside medical services arrive.

d. Environmental Incidents. Seller employees must immediately report all environmental spills and provide the building number, grid or column line number, floor level, door number and location of nearest phone. Emergency numbers vary depending on location.**3. FIRE PREVENTION**a. General Housekeeping

- (1) Buyer trash receptacles are not to be used for construction debris.
- (2) All trash and debris receptacles must be located away from any Buyer building or structure. If construction trash chutes are required, the location and design of the chute must be approved by the Buyer fire department.
- (3) All work areas must be maintained in a clean state (e.g., clean up and remove trash, scrap, excess materials, and other debris). This is to be done at frequent and regular intervals, daily, or whenever the accumulation constitutes a fire hazard.
- (4) Burning of trash is prohibited.

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- (5) Wood, sawdust, or shavings are not to be used as absorbents for spilled flammable or combustible liquids or petroleum lubricants.

b. Equipment Requirements

- (1) All powered equipment is to be refueled outdoors, clear of structures, and with engines shut off.
- (2) Gasoline, liquid propane gas, or propane-powered equipment shall be allowed on building roofs only with prior written approval from the Buyer fire department.
- (3) Electrical equipment used in areas where flammable atmospheres (vapors, dusts, or mists) may exist must have appropriate National Fire Protection Association (NFPA) class and division ratings for explosion proofing.
- (4) Exhaust emissions from powered equipment operating within buildings or enclosed structures shall be piped outside the facility, and air monitoring should be conducted to check for hazardous emissions.

c. Flammable Liquids

- (1) All flammable liquids, chemical fuels, resins, lubricants, and solvents shall be segregated, labeled, and stored in an approved location.
- (2) Flammable liquids (flashpoint below 100°F or 38°C) may not be used or stored inside Buyer buildings unless contained in an approved Factory Mutual (FM) or Underwriters Limited (UL) approved metal safety can or approved container and only in quantities needed to accomplish the immediate tasks.
- (3) The use of glass containers is strictly prohibited.
- (4) Effective methods of spill retention and cleanup of materials are required.
- (5) The Seller shall comply with all safety regulations and codes pertaining to labeling, handling, and storage of flammable and combustible products.

d. Spray Painting, Flammable Resins, and Chemicals

- (1) Buyer fire protection inspection and approval are required before painting, including spray painting, or cleaning with flammable materials.
- (2) Only explosion-rated or intrinsically safe electrical equipment, including forklift trucks that are, for example, EE or EX rated, may be used in areas such as flight hangars, paint booths, and tank lines, where explosion-proof electrical systems are required.
- (3) A 50-foot separation is required from ignition sources.

e. Heating Devices

- (1) Open-flame devices and sources of heat and spark-producing equipment may not be used in areas with combustible materials or flammable liquids.
- (2) Open-flame devices and furnaces, when in use, must be constantly attended.
- (3) The hot-work procedures outlined in paragraph 3.f shall be followed for heating devices.

f. Welding and Cutting Activities. **A welding and hot-work permit is required to perform any open-flame or spark-producing activities.**

- (1) The applicable Buyer fire department must be contacted to obtain a welding and cutting or open-flame permit.
- (2) Seller performing welding and cutting work will provide its own FM- or UL-approved portable fire extinguishers for use during these activities. Buyer-owned fire extinguishers and hoses are not to be used for standby fire watch.
- (3) The fire watch shall be posted and skilled in the use of portable fire-fighting equipment.
- (4) The fire watch shall remain on standby a minimum of 30 minutes following the end of any and all open-flame activities.
- (5) The assigned fire watch person will notify the Buyer fire department on completion of work.
- (6) Hot-work permits will be removed and destroyed at completion of work or when they expire.
- (7) Radiation protection (shields) shall be provided by the Seller to individuals exposed to electric arc welding and cutting operations.

g. Fire Protection Systems

- (1) The Buyer fire department shall be notified 24 hours in advance of all requests for proposed closure or impairment of fire protection systems.
- (2) The Buyer fire department shall be notified and shall approve, before use, the use of fire hydrants or building standpipe systems for temporary water supply.
- (3) The Seller shall verify that all fire-extinguishing protection systems (sprinklers) are operational in the area of welding and open-flame cutting.

h. Temporary Buildings

- (1) A separation of 20 feet shall be maintained between temporary buildings and storage areas and other buildings or areas. Temporary walls or partitions shall be noncombustible.
- (2) Plastic or "visqueen" film shall be UL- or FM-approved, meeting requirements or NFPA #701 "Large Scale Test."

i. Storage of Combustible Building Materials. Combustible materials, such as tar, roofing materials, shakes, and shingles, shall be stored within 25 feet of a separation for construction buildings.j. Roofing. The Buyer fire department shall be notified of all roof work involving welding, open-flame equipment, spark producing, or hot work before start of work.**4. SAFETY REQUIREMENTS**a. Safety Program Plans

- (1) Before beginning the work or any portion of the work, the Seller shall submit a written, project-specific safety plan with the details in the plan applicable for work being

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performed. Project-specific safety plans shall be available at the site where the work is being performed.

- (2) The Seller shall submit to Buyer, on request, a copy of its safety program plan.

b. Personal Protective Equipment

- (1) The Seller will ensure that its employees have access to and use all required personal protective equipment (PPE).
- (2) Seller employees; PPE will be appropriate for the job. Examples of PPE are
 - (a) Industrial safety glasses with side shields and face protection.
 - (b) Ear plugs and muffs.
 - (c) Hard hats.
 - (d) Gloves and hand protection.
 - (e) Full-body safety harness.
 - (f) Sturdy, low-heeled shoes with closed toe and heel.
- (3) Seller employees assigned to work in shop, manufacturing, maintenance, or construction areas shall wear ankle-length pants and a shirt top that covers the body from the waist up and over the shoulder (no tank tops).

c. Hazard Communication and Material Safety Data Sheet

- (1) Buyer will provide, on request, the Material Safety Data Sheet (MSDS) for any hazardous substances under Buyer control within the assigned work area.
- (2) All hazardous substances brought onto Buyer property must be properly identified and labeled as to contents.
- (3) The Seller will furnish and maintain MSDS information on all chemical products that will be used before any hazardous substances arrive on site.
- (4) The Seller shall bring onto Buyer property only the amount of hazardous substances necessary for the project.

d. Electrical Safety

- (1) Only FM- or UL-approved electrical equipment shall be used.
- (2) The Seller will supply ground fault circuit interrupters for all temporary electrical wiring cords and portable equipment and tools.
- (3) Energized electrical work is **strictly prohibited** unless written approval is obtained from the Buyer representative before the work begins.
- (4) All portable electrical equipment and cords and drills shall be inspected by the Seller before use and shall be maintained in a safe working condition.

e. Lockout, Tag, Try-Out Program

- (1) All equipment that could present a hazard from inadvertent activation during maintenance or servicing must have the energy supply locked out and tagged except

when the energy supply is needed for troubleshooting, inspecting, or servicing equipment.

- (2) Before working on any energized system, the following steps **must** be taken in accordance with Seller procedures:

- (a) Isolate the energy source and release all energy or potential energy (e.g., electrical [stored], gravity, pressure, thermal, pneumatic, and hydraulic).
- (b) Install physical lockout lock, standardized contractor tag, and streamer isolation device in accordance with Seller's lockout, tag, and try-out procedure.
- (c) Before proceeding with work, test or try out the system to ensure zero energy.
- (d) The following information must be printed on all lockout tags in use:
 - 1) Employee name, company name, date, and phone number (or pager number).
 - 2) Off-shift contact and phone number (requires someone to be available 24 hours a day).

f. Trenching and Excavations

- (1) The Seller must obtain approval from the Buyer representative before opening any excavation or trench.
- (2) The Seller shall physically barricade all excavations and trenches.
- (3) The Seller must review the excavations each day and after every heavy rainstorm or freeze and thaw.
- (4) The Seller's competent employee must assess the soil condition to determine the method of shoring or sloping required for the excavation.
- (5) All excavations and trenches must be shored, sloped, or otherwise protected to ensure that they do not collapse.

g. Warning Signs and Barricades

- (1) Seller shall supply appropriate signs, barricades, flashing-light barricades, ground attendants, and flagging, as required, to keep unauthorized personnel out of the work areas.
- (2) The Seller must provide barriers to block off areas where Buyer personnel and others not directly involved with the project could likely walk beneath overhead work. Signs supplied by the Seller must be posted to indicate overhead work in progress.
- (3) Barricades are required around excavations, holes, or openings in floors, roof areas, edges of roofs, and elevated platforms. In addition, barricades are required around overhead work and wherever necessary to warn or protect all personnel.

h. Confined-Space Entry

- (1) The Seller shall have and follow its own written confined-space entry program, including an entry permit system, monitoring equipment, retrieval system, and observation personnel.

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- (2). For jointly occupied confined spaces, the Seller shall coordinate its confined-space entry plan with the Buyer representative.
- (3) The Seller shall have its written confined-space entry program available and shall post the confined-space entry permit at the point of entry.
- (4) The Seller shall, on request, provide documented evidence that personnel involved with confined-space entry procedures have been properly trained in all aspects of confined-space entry activities.
- i. Fall Protection Program
 - (1) A written fall protection plan is required when fall hazards of 10 feet or more exist.
 - (2) All fall-protection equipment and devices must meet the standards of the American National Standards Institute. Mountain-climbing equipment is not an acceptable substitute for this requirement.
 - (3) The Seller shall be able to provide documented evidence that personnel have been properly trained and are knowledgeable in all fall-protection prevention activities.
- j. Ladders and Scaffolding
 - (1) Ladders must be in good condition and used as intended (e.g., no stepladders as straight ladders).
 - (2) Portable metal ladders shall not be used for electrical work and may be completely prohibited at some Buyer sites.
 - (3) Ladders shall not be used in front of doorways unless the area is posted or otherwise protected.
 - (4) All scaffolding must have work platforms fully planked and all braces, access ladders, proper guardrails, and toe boards must be installed.
 - (5) During the erection, dismantling, and use of scaffolding, all employees must be fully protected from fall hazards.
- k. Work Permits. There may be additional site-specific permit requirements other than those specified in this document. Seller employees must check with the Buyer representative for further clarification.
- l. Foreign Object Debris Issues
 - (1) When working on or adjacent to flight line areas, the Seller will prepare a foreign object debris (FOD) procedure.
 - (2) FOD is defined as “an item alien to aircraft, assembly, or other product that has been allowed to remain in the product or in a position where it could possibly enter the product.”
- m. Overhead Crane Operations
 - (1) The Seller shall notify and schedule any work that requires access to Buyer overhead cranes, is adjacent to Buyer overhead cranes, or is around Buyer overhead cranes. These activities require the installation of bridge-crane rail stops or inactivation of bridge cranes to preclude collision with Seller equipment.
- (2) Portable crane rail stops shall be installed front and rear of employees while working in an elevated position, or while making a lift of materials through the crane travel zone, to protect them from the crane they may be working on and from any foreign crane entering from another area or adjacent bay.
- (3) The Seller shall provide and use, while working overhead, an effective method to prevent falling objects from endangering or injuring people, equipment, or products below.
- n. Utility Shutdowns. Seller shall minimize service interruption during unavoidable utility shutdowns. Written authorization must be requested from the Buyer representative a minimum of two (2) weeks before the scheduled utility shutdown.
- o. Joint Occupancy Issues (Occupied Work Areas). The Seller shall cooperate and coordinate work with Buyer and other Sellers so all work may be promptly and properly performed without undue interference or delay. The Seller shall afford Buyer and other Sellers reasonable opportunity for the execution of their work.
- p. Training
 - (1) The Seller shall ensure that all of its employees are properly trained for all jobs and tasks that require specific training or competency or both to meet all applicable federal, state, and local regulations.
 - (2) All Seller employees must be trained in and be knowledgeable of the project-specific safety plan.
 - (3) Trained personnel must remove lead paint.
 - (4) The Seller will submit to Buyer, on request, validation of the training received.

5. ENVIRONMENTAL

- a. Hazardous Materials
 - (1) Hazardous materials stored on Buyer sites must be stored under cover, in containment, and be clearly labeled.
 - (2) Hazardous materials can be transferred only in a contained area.
 - (3) A utilization report may be required at some locations for materials that are brought on site. Requirements may be verified with the Buyer representative.
 - (4) Hazardous materials must be stored in a manner that protects water quality. Refer to paragraph 5.e for additional guidelines.
 - (5) When bringing hazardous materials on site, the Seller must notify the Buyer representative. The Buyer representative will provide additional storage requirements, if necessary.
 - (6) Containers must be kept closed when not in use.
- b. Hazardous Waste and Solid Waste Handling and Disposal
 - (1) Buyer disposes of all hazardous waste that is generated on its property, regardless of the party that generates the waste. Seller will not take hazardous waste off site. If

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Seller is working under a contract on a Buyer site and needs assistance with disposing of hazardous waste, establishing a waste station, or complying with hazardous waste regulations, the Buyer representative must be contacted.

- (2) All hazardous waste generated by the Seller is to be properly segregated, containerized, and labeled by the Seller, as directed by the appropriate Buyer environmental group.
- (3) Hazardous waste must be stored in a manner that protects water quality. For water quality requirements refer to paragraph 5.e.
- (4) Keep all waste containers closed between waste additions to the containers.
- (5) Waste stations must be monitored on a daily basis. The stations must be inspected for leaks and full containers of waste. Seller is responsible for the waste that it generates until the Buyer environmental organization has received it.
- (6) When a waste drum becomes full, it must be immediately removed from the work site according to the Buyer-approved plan for hazardous waste management prepared by the Seller. Seller cannot store full waste drums at construction sites. Seller must never allow a waste drum to accumulate waste for more than 60 days after the date shown on the front of the drum.
- (7) Seller must never dump or discharge hazardous waste into storm sewers, building sanitary sewer drains, or rest rooms or into solid-waste containers.
- (8) Seller must segregate from garbage, clean cardboard, wood, metal, glass, stumps and brush, clean gypsum, and concrete in separate containers for recycling. Only wood, cardboard, and aluminum cans (when they are packed in plastic bags) can be stored in open-top huge hauls or rollofs that are not watertight. All other construction, demolition, and land-clearing debris must be stored in covered, watertight rollofs. Seller must contact the Buyer representative for a description of the appropriate containers.

c. Suspect Materials

- (1) Asbestos Awareness
 - (a) Buyer facilities may contain asbestos-containing materials (ACM). Buyer will notify the Seller of the presence of ACM before work begins.
 - (b) The Buyer will coordinate abatement of all ACM affected by the project.
 - (c) If, after the project commences, the Seller discovers a possible asbestos disturbance or new suspect material, work shall stop immediately until the Buyer representative can determine the next course of action.

(2) Lead Awareness

- (a) At Buyer sites, lead can be found in a variety of different products, such as greases, solders, sealant, lead paints, and counterweights.
- (b) Operations or processes that may cause lead exposure are
 - 1) Spray painting with paints containing lead.
 - 2) Grinding, sanding, or welding on lead-based paints.
 - 3) Soldering activities.
- (c) All grinding, sanding, or welding on lead-based painted surfaces is prohibited. All painted surfaces are presumed to contain lead, unless determined otherwise.
- (d) Lead paint must be removed before any grinding, sanding, or welding activities. Trained personnel must remove the lead paint. The use of compressed air to remove lead dust is prohibited.
- (e) All lead-abatement activities are coordinated through the Buyer representative.

(3) Soils and Remediation

- (a) Final disposition of all soil will be as directed by Buyer representative.
- (b) All personnel performing remediation work are required to be trained before commencing with this work.
- (c) The environmental representative must be contacted immediately if soil or water is contaminated during excavation activities. Seller should be aware of fuel and solvent smells, visible oil sheen, and other indications of contamination. If any indications are observed, the Seller must stop work immediately until the Buyer representative can determine the next course of action.

d. Air Quality

- (1) It is illegal for any person to emit any air contaminant in sufficient quantities and of such characteristics and duration as is, or is likely to be, injurious to human health, plant or animal life, or property or which unreasonably interferes with enjoyment of life or property. The Buyer representative must be contacted if Seller is not sure its activity falls in this category.
- (2) Open burning is strictly prohibited.
- (3) Vehicles and equipment shall not leave the work site coated with dust, dirt, or mud. **Loads must be covered.** The Seller shall take appropriate measures to prevent drag-out and fugitive emissions.
- (4) Seller must take measures to prevent over spray and airborne emissions from painting and blasting operations from depositing on adjacent buildings and automobiles. Any such deposits must be swept up immediately.

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- (5) Abrasive blasting and spray-painting operations should be performed inside a booth designed to capture the blast grit or over spray. Outdoor blasting or painting of structures or items too large to be reasonably handled indoors shall employ control measures, such as curtailment during windy periods and enclosure of the area being painted or blasted with tarps. The Buyer representative must be contacted for specific requirements before outdoor blasting or painting is started.
- (6) For grade-and-fill operations associated with construction and demolition projects, Seller must employ water spray as needed to prevent visible dust emissions.
- (7) Blowing dust and debris are to be controlled. The Buyer representative must be contacted before the start of any activity that may generate dust.

e. Water Quality

- (1) Wastewater, including but not limited to water from dewatering and storm water, is to be handled in accordance with the Seller's written wastewater plan. The Buyer must approve the wastewater plan.
- (2) Seller must never pour any liquid into a storm drain, not even drinking water. Seller must not use a hose to clean pavement. Alternative methods, such as sweeping, shall be used.
- (3) No vehicle, equipment, or building washing is permitted outside without prior approval from the Buyer representative.
- (4) Equipment stored outside must be maintained in good working order to prevent leakage of fluids (e.g., fuel, antifreeze).
- (5) Wastewater, including concrete slurry, liquid from dewatering, and cooling water, must be managed in accordance with instructions from the Buyer representative.
- (6) Sanitary sewage is to be disposed of in the sanitary sewer and not in an industrial-waste sewer.
- (7) Hazardous materials and hazardous waste (including contaminated demolition debris) must be stored in a covered and contained area that prevents rain from washing materials or waste into the soil or storm sewer. The containment must be large enough to hold 110% of the volume of the largest container. A building is considered containment. This applies to materials and waste that are both hazardous and nonhazardous in nature.
- (8) Refueling is to be conducted away from storm drains and unpaved areas.
- (9) Seller must implement the Buyer-approved best management practices as needed to prevent storm water contamination, such as but not limited to silt fences and drain covers. Approved best practices are available from the Buyer representative.

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ATTACHMENT B
SUPPLEMENTAL TERMS AND CONDITIONS

HAZARDOUS MATERIALS REQUIREMENTS**a. Compliance With Laws**

Seller will be responsible for complying with all laws, including but not limited to any statute, rule, regulation, judgment, decree, order, or permit applicable to its performance under this contract.

Seller further agrees to notify Buyer

1. Of any obligation under this contract that is prohibited under any applicable environmental law at the earliest opportunity, but in all events, sufficiently in advance of Seller's performance of such obligation so that alternative methods of performance can be identified.
2. At the earliest possible opportunity of any aspect of its performance that becomes subject to additional environmental regulation or that Seller reasonably believes will become subject to additional environmental regulation during performance of this contract.

b. Scope of Requirements

The requirements set forth in the following paragraphs relate to specific provisions governing hazardous materials and are not intended to limit the scope of the requirements set forth in paragraph a.

c. Hazard Communication and Product Information

1. Seller will comply with the OSHA Hazard Communication Standard, 29 CFR 1910.1200. Seller will provide an additional copy of the Material Safety Data Sheet (MSDS) to the following address:

Hazardous Material Information Systems
The Boeing Company
P.O. Box 3707, MC 7A-WJ
Seattle, WA 98124-2207

2. In addition to the information required by the Hazard Communication Standard, Seller will provide the following information attached to or otherwise incorporated into the MSDS:

- (a) Uniform Fire Code (UFC) designation.
- (b) Density or weight per unit volume, for example, lb/gal, of the product at standard temperature and pressure.
- (c) Flash point, boiling point, vapor pressure (mmHg), and pH, when available.
- (d) Mass percentage of the product that is volatile as defined in 40 CFR 51.165.
- (e) Reportable quantity (RQ) values applicable under the following federal laws:
 - (1) Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).
 - (2) Emergency Planning and Community Right-to-Know Act (SARA).

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ATTACHMENT B
SUPPLEMENTAL TERMS AND CONDITIONS

- (3) Resource Conservation Recovery Act (RCRA).
 - (f) RCRA waste code (or codes), if available.
 - (g) Shipping information:
 - (1) Department of Transportation (DOT) proper shipping name as it appears in 49 CFR 172.101.
 - (2) International Air Transport Association (IATA) proper shipping name as it appears in IATA Dangerous Goods Regulations.
 - (3) United Nations Identification Number (UN/ID) number as defined in the appropriate regulations.
 - (4) DOT and IATA Packing Group Number.
 - (5) A statement whether the material presents a poisonous inhalation hazard (PIH).
 - (h) Identification of any chemical (or chemicals) in the product subject to substance-specific regulations under OSHA or EPA and a statement that the requirements of the regulation are met or that the product meets an exemption under those regulations.
 - (I) Identification of any chemicals in the product subject to a significant new use rule (SNUR) under the Toxic Substance Control Act (TSCA).
- d. Verification of Toxic Substances Control Act Inventory
 Seller will provide to Buyer written verification that the components of each product are listed on the U.S. Toxic Substances Control Act (TSCA) Inventory. The written verification will be on or attached to each MSDS. Seller hereby warrants that all chemical substance components of the product (or products) subject to this purchase contract and the TSCA Inventory listing requirement are listed on the TSCA Inventory. Seller will indemnify and hold Buyer harmless from all losses or damage that Buyer may incur as a result of relying on the aforesaid warranty.
- e. Transportation
1. Shipment of hazardous materials will be by common carrier authorized to handle the material and in accordance with 49 CFR parts 100–199 and the IATA “Dangerous Goods Regulations” or “The International Maritime Dangerous Goods Code” (if applicable). This includes but is not limited to
 - (a) Shipping papers must include the emergency contact number. (49 CFR 172.604).
 - (b) Shipping papers and packages for hazardous materials or wastes identified as “NOS” (not otherwise specified) must show the technical name (or names) listed in parenthesis, the association, the basic description, and in the case of mixtures, list the major hazardous components by percentage contributing to the hazard. (49 CFR 172.203).
 2. Seller will indicate on the shipping papers whether the material presents PIH.
 3. At Buyer’s request Seller will provide test reports indicating compliance with performance-oriented packaging to facilitate Buyer’s reshipment of Seller’s product.

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ATTACHMENT B SUPPLEMENTAL TERMS AND CONDITIONS

4. Seller will mark on all interior packages and shipping containers the closed cup flash point of flammable and combustible materials and percentage concentration of corrosive liquids.
- f. Emergency Planning and Community Right to Know Act of 1986 (EPCRA)
 1. Seller will comply with section 313 of the Emergency Planning and Community Right to Know Act of 1986 (EPCRA) and 40 CFR Part 372, if applicable. As part of such compliance, Seller will furnish to Buyer the following information with the initial shipment of each product to Buyer:
 - (a) A statement that the product contains chemicals that are subject to section 313 of title III of the Superfund amendments and Reauthorization Act of 1986 and 40 CFR 372.45, when applicable. (b) The name and Associated Chemical Abstract Service Registry number of each chemical that has been incorporated in the product and that is listed in the specific toxic chemical listings in 40 CFR 372.65.
 - (b) Percentage by weight of each chemical component of the product shipped.
2. When the Seller is required to submit an MSDS, this notification must be attached to or otherwise incorporated into such MSDS.

SELLER'S HAZARDOUS WASTE CLAUSE

If in the performance of services on Boeing property, Seller generates hazardous substances, hazardous wastes, or dangerous or extremely hazardous wastes (referred to as "hazardous substances"), unless specifically directed otherwise by Buyer, these hazardous substances will be disposed of by Buyer. Immediately when such hazardous substances are generated, the Seller will advise the using organization's Environmental Control office. The Seller is hereby directed to coordinate with the using organization's Environmental Control office to properly package and manage these hazardous substances. Seller is further obligated to transport the hazardous substances, if so directed by the Environmental Control Representative, to the proper on-site storage location for eventual disposal by Buyer, at Buyer's expense, should the Seller leave any hazardous substances improperly packaged or abandoned, Seller will be liable for all fines and expenses associated with (1) repackaging to comply with applicable federal, state, and local laws and (2) the remediation of any contamination caused by such improper packaging or such abandonment.

For the purposes of this agreement, the definitions of the terms "hazardous substance," "hazardous waste," and "dangerous or extremely hazardous wastes" are those used in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 USC 9601 et seq., the Resource Conservation Recovery Act, 42 USC 6901 et seq., and the Model Toxics Control Act as in effect in the state of Washington, and, if this purchase contract is to be performed in whole or in part in the state of Oregon, Oregon Revised Statutes, Title 36.

PRODUCT QUALITY – DISTILLATE FUELS

All bulk fuels delivered by the contractor will be free from impurities including water, dirt, harmful oils, fibrous materials, and other petroleum products or contaminants. When damage is

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ATTACHMENT B
SUPPLEMENTAL TERMS AND CONDITIONS

directly traceable to contamination, the Seller will be responsible for all damages and costs incurred. Costs will include but not be limited to all fines, penalties, legal and attorney fees, and all costs incurred in removing contaminated fuel from Buyer's tanks and machinery. Seller will reimburse or replace all contaminated fuel including any fuel in Buyer's tanks at the time of delivery that was subsequently contaminated by Seller's fuel.

All distillate fuels, grade 2, delivered under this contract will meet or exceed the following specifications and be supplied with the appropriate test reports as requested:

- | | |
|---------------------------------------|--------------|
| a. Sulfur, % mass | 0.5 maximum |
| b. Gravity, API at 60 degrees F | 30–34 |
| c. Kinetic viscosity at 104 degrees F | 1.4–4.1 |
| d. Pour point, degree F | 15 maximum |
| e. Water and sediment, % volume | 0.05 maximum |
| f. Flash point, degree F | 125 minimum |

When PSAPCA standards conflict with these specifications, the more stringent specification will apply.

PRODUCT QUALITY – RESIDUAL FUELS

All bulk fuels delivered by the contractor will be free from impurities including water, dirt, harmful oils, fibrous materials, and other petroleum products or contaminants. When damage is directly traceable to contamination, the Seller will be responsible for all damages and costs incurred. Costs will include but not be limited to all fines, penalties, legal and attorney fees, and all costs incurred in removing contaminated fuel from Buyer's tanks and machinery. Seller will reimburse or replace all contaminated fuel including any fuel in Buyer's tanks at the time of delivery that was subsequently contaminated by Seller's fuel.

All residual fuels, grade 6, delivered under this contract will meet or exceed the following specifications and be supplied with the appropriate test reports as requested:

- | | |
|-------------------------------------|-------------|
| a. Sulfur, % mass | 2 maximum |
| b. Gravity, API at 60 degrees F | 15 maximum |
| c. Viscosity at 122 degrees F (CST) | 600 maximum |
| d. Pour point, degree F | 40 maximum |
| e. Water and sediment, % volume | 0.5 maximum |
| f. Flash point, degree F | 140 minimum |

When PSAPCA standards conflict with these specifications, the more stringent specification will apply.

Seller: _____

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ATTACHMENT C
QUOTATION SHEET

1. FOB point: Destination (Any participating Boeing locations shown in item 3 below.)
2. Terms of payment: _____ (Refer to att. A, item 15.)
3. Delivery information:

Stock location from which direct shipments to Boeing are made and normal delivery response time from receipt of contract call to on dock at Boeing:

Participating Boeing <u>Locations</u>	Bidder Stock <u>Location</u>	Normal Delivery <u>Response Time</u>
Auburn		
Everett		
Frederickson (Puyallup)		
Kent		
Plant II (Seattle)		
Developmental Center		
Renton		
T Car (Enumclaw)		

4. Bid submitted by:

Name _____ Title _____

Company _____

Address _____

Phone No. _____ Fax No. _____

5. Authorized negotiator:

Name _____ Title _____

Address _____

Phone No. _____ Fax No. _____

6. Any purchase contract resulting from this bid should be placed with:

Company _____

Address _____

Phone No. _____ Fax No. _____

Seller: _____

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ATTACHMENT C QUOTATION SHEET

7. Designated focal point:

Name _____ Title _____

Phone No. _____ Fax No. _____

7. Names and phone numbers of Seller's employees that can be called by Boeing users during normal working hours to place requirements and releases against the term purchase contract:

Name _____ Phone No. _____

Name _____ Phone No. _____

Name _____ Phone No. _____

Names and phone numbers of Seller's representatives that can be contacted by Boeing users at any time outside normal working hours for emergency service:

Name _____ Phone No. _____

Name _____ Phone No. _____

Name _____ Phone No. _____

8. Seller classification (*check one*)

Seller is classified by the federal government as a:

___ Small Business

___ Small Disadvantaged Business

___ Large Business

___ Historically Black College/University-Minority Institute (HBCUMI)

___ Other

Note: Questions concerning company size classification can be referred to the nearest field office of the Small Business Administration.

9. Goods described herein are manufactured or processed in one or more foreign countries:

☐ Yes ☐ No

Seller: _____

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ATTACHMENT C
QUOTATION SHEET

Seller will indicate the country of origin for each foreign manufactured or processed item listed on the attached quotation sheets.

10. Seller verifies that all portions of this request for quote have been reviewed and are accepted, unless otherwise noted in our bid response. The individual listed below is authorized to commit the company identified in item 4 of attachment C.

Printed or Typed Name _____

 Signature Date

Title _____ Seller's Internal Quote No. _____
 (Optional)

11. Seller elects not to bid this requirement for the following reason:

Signed _____ Date _____
 Name and Title

Seller: _____
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ATTACHMENT C
QUOTATION SHEET

Seller: _____

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ATTACHMENT C QUOTATION SHEET

ADDITIONAL DISCOUNTS

If the Buyer reaches specific aggregate expenditure levels, the Seller will provide additional discounts stipulated below:

When the Buyer reaches each of the total aggregate expenditure levels (excluding sales taxes) specified below under any term purchase contract (or contracts) resulting from this RFQ, the Seller will grant the Buyer the following additional discounts for all subsequent requirements and releases under that purchase contract (or contracts):

Total Boeing Expenditure*	Additional Discount	Total Discount
_____ \$	_____ %	_____ %
_____ \$	_____ %	_____ %
_____ \$	_____ %	_____ %

*If more than one term purchase contract is issued for a particular commodity or service package, this figure will be the grand total of the expenditures under all those contracts. When the expenditure levels indicated are reached, percentage discounts will be deducted on a separate line on the face of each invoice or PSI before tax and freight.

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ATTACHMENT D
DISCUSSION
USER CALL ORDER SYSTEM

The primary objective of the User Call Order System is one that Boeing shares with its suppliers, that is, to reduce the costs of doing business. We believe the system will meet that objective through a gross reduction in the costs of processing individual purchase contracts and in handling associated invoice operations.

The basic mechanics of the system are as follows:

1. Term purchase contracts are placed authorizing the procurement of selected categories of goods or services within a specified period of time.
2. Any authorized Boeing caller can telephone directly for delivery of required goods or services.
3. The Boeing-provided Packing Slip/Invoice (PSI) form is used in place of the supplier's packing slip and subsequent invoice. The attached "Instructions for Supplier Use of the Packing Slip Invoice Form" defines the proper use of the PSI. The Boeing caller provides all the data necessary to complete the PSI. If the caller does not know the purchase contract number or other information needed to complete the PSI, the Seller can call the Buyer before any contract is placed.

Note: Supplier's packing slip or delivery ticket may be used for individual deliveries, when such use is agreed on. However, the PSI must be used to summarize these deliveries for a monthly summary PSI billing.

Suppliers may obtain Boeing approval to use their own version of the Boeing PSI when a computer-generated form is required or use the Boeing-supplied continuous-style PSI form.

4. On approved receipt of goods or services, the PSI form is forwarded to SSG Payment Services for payments. Therefore, it is essential that
 - a. The Boeing caller and supplier personnel agree exactly on all required data as defined in the attached instructions.
 - b. Suppliers use the Boeing PSI form in lieu of their own invoice and packing slip forms.
5. Boeing makes payment according to the purchase contract terms.
6. It is of paramount importance that the supplier accept Boeing representatives' requirements under the terms of each purchase contract only when each such requirement is for goods or services specifically covered by that purchase contract.

In summary, the User Call Order System allows for an increased volume of sales with substantially reduced overhead costs. We ask your assistance in making the system work to the best advantage for all concerned parties.

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ATTACHMENT D
INSTRUCTIONS FOR SUPPLIER USE OF THE
PACKING SLIP/INVOICE FORM

1. Supplier Name and Address
Enter your company name and address. Street number is necessary only if you have more than one outlet in the same city.
2. Boeing Purchase Order Number
Enter the entire purchase number appearing in the purchase order number block on the term purchase order against which the purchase will be charged (such as B-200000). Boeing personnel will communicate the number to you with each delivery request.
3. Boeing Caller
Enter the full name, organization, mail stop, and telephone number of the Boeing employee placing the delivery request (no short cuts, please). Do not use the Buyer's name unless the Buyer calls in the order.
4. Date
Enter the date the delivery request was placed.
5. Shipping Code
Enter the number corresponding to the general geographic area to which delivery will be made (specified by the caller). If "Other" is indicated, fill in given plant location in item 8.
6. Premium Transportation Approval
Enter the name of the Boeing employee authorized to approve premium freight charges. Enter premium freight charges paid less estimated surface freight charges. Transfer difference to freight column of PSI. A copy of the carrier freight bill must accompany the PSI when the freight bill is \$500 or more.

Note: Premium Transportation Shipping Instructions—Reference Boeing standard and premium routing instructions for direction regarding air shipments unless otherwise specified by authorized caller.
7. Boeing Control Number
Enter the unique number identifying a specific delivery request communicated by the caller. All organizations use a control number for tracking purposes.
8. Boeing Internal Routing
Enter the specific person, plant, building, bay, door, and so on to which delivery will be made.
9. Requested Date
Enter the specific date identified for the requested materials to be delivered communicated by the caller.
10. Delivery Date
Enter the date that the requested materials will be delivered to Boeing.

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ATTACHMENT D
INSTRUCTIONS FOR SUPPLIER USE OF THE
PACKING SLIP/INVOICE FORM

11. Applicable Terms from the Purchase Order
12. Ship Via
Enter the carrier's name (yours or name of common carrier).
13. FOB
Enter destination (if other, specify).
14. Supplier Reference Number
Enter number for supplier reference.
- 14A. PSI Number
Enter the invoice number on the PSI, which is the only number that will appear on the supplier's check. This is a supplier-designated field using up to 15 alphanumeric characters.
15. Order Taken By
Enter name of supplier employee who received the order.
16. Boeing Supplier Code Number
Enter the six-digit number assigned to Boeing suppliers. This number may be obtained by contacting the Boeing buyer identified on the face of the purchase order.
17. Sales Tax Status
Indicate whether the order is subject to Washington State sales tax as communicated to you by the caller. Taxable and nontaxable items cannot be contained on the same PSI.
18. Accounting Charge
Enter the number that must be supplied by caller (without this charge number, invoice cannot be processed by Accounts Payable).
19. Supplier Use
Enter supplier part numbers or other data useful to the supplier.
20. Boeing Identification
Record Boeing material part numbers communicated by the caller, when part numbers are applicable.
21. Item Number
Enter a line item number when more than one item is placed on a single delivery request. All items on a request must be delivered to the same destination specified in item 8. To satisfy Boeing internal requirements, Buyer may specify a receiving report number for entry in this space.

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ATTACHMENT D
INSTRUCTIONS FOR SUPPLIER USE OF THE
PACKING SLIP/INVOICE FORM

22. Quantity

Enter the quantity actually shipped. If there is any difference between the quantity ordered and the quantity available for delivery, contact the caller to determine whether the order quantity can be reduced to the quantity on hand. If the caller agrees to the reduction, do so. If the caller requires the total quantity, two PSIs must be written—one for the quantity available for delivery and another for the back order quantity when it is delivered.

23. Unit

Enter unit of measure for that line item.

24. Back Order

Enter amount of original order that is on back order.

Note: Some PSI term orders also may contain the following note: “Supplier shall indicate on PSI the expected completion date of any back-ordered quantities.”

25. Part Number/Description

Enter the part number and material description as specified by the caller, including manufacturer, catalog number and page number when applicable.

26. Net Unit Price

Enter the net price per unit of measure for that line item. (Must not exceed **\$30,000.00**)

27. Extended Total Price

Enter the extended (total) price for that line item. (Must not exceed **\$30,000.00**)

*28. Date Received

Enter the date the requested material is received by Boeing and acknowledged by a designated Boeing employee (should not be same person as the person who called in order).

*29. Date Verified

Enter the date the received materials are checked with the packing slip and invoice data and the part number and description specified in item 25 and acknowledged by a designated Boeing employee.

*30. Approved for Payment

Enter the date and signature of the Boeing manager authorized to approve payment. (Alternate should be named in advance of actual need to prevent loss of discount resulting from a delay in approval for payment.)

31. Subtotal

Enter the total price of all line items on the order before Washington State sales tax is added, when tax is applicable. (Must not exceed **\$30,000.00** excluding freight and tax.)

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ATTACHMENT D
INSTRUCTIONS FOR SUPPLIER USE OF THE
PACKING SLIP/INVOICE FORM

32. Freight
Enter the difference computed between surface and premium freight charges, which is referenced in the premium transportation block. (Freight bill must accompany the PSI.)
33. Sales Tax
Enter Washington State sales tax, when tax is applicable.
34. Grand Total
Enter total price of the order including Washington State sales tax.
35. Part Number, Description
Identify original billing PSI number in description part of credit PSI. Clearly identify PSI as credit.

***Items with an asterisk are the final responsibility of the Boeing organization approving the PSI for payment.**

SUPPLIER'S NAME AND ADDRESS: <div>1</div>				BOEING PURCHASE ORDER NO B <div>2</div>		BOEING PACKING SLIP - INVOICE (PSI)															
				BOEING CALLER <div>3</div>																	
SHIPPING CODE SHIP TO: <div>5</div>				PREMIUM TRANSPORTATION APPROVED <div>6</div>		BOEING CONTROL NUMBER <div>7</div>		BUDGET NO.		MAIL STOP		PHONE		ORDER DATE <div>4</div>							
						BOEING INTERNAL ROUTING <div>8</div>		PHONE		MAIL STOP											
BLDG. NO.				BY		DELIVERY DATE <div>10</div>		REQUEST DATE <div>9</div>		PLANT		BLDG.		DOOR		COL.					
N - NO DELIVERY A - AUBURN WA B - BENAROYA, - KENT, WA C - TUKWILA, WA C - DIRECT SHIP E - EVERETT, WA F - BOEING FIELD - SEATTLE, WA H - BENAROYA - RENTON, WA R - RENTON, WA 2 - PLANT 2 - SEATTLE, WA 3 - E.F.F. 7300 PERIMETER RD - SEATTLE, WA 4 - DEVELOPMENTAL CENTER 5 - SPACE CENTER - KENT, WA 6 - TUALIP, WA				ORGN		PHONE		SUPPLIER'S REFERENCE NUMBERS <div>14</div>				TERMS % <div>11</div> DAY		SHIPPED VIA <div>12</div>		F.O.B. (DESTINATION UNLESS OTHERWISE NOTED) <div>13</div>					
				PREMIUM AMT. \$		PSI NUMBER (MAX.15 SPACES) <div>14A</div>						ORDER TAKEN BY <div>15</div>		SUPPLIER CODE <div>16</div>							
				SURFACE AMT. \$		ACCOUNTS CHARGELINE		CC		W.O./ACCT		SUB/BUDGET		S.N./CWA		OPR. NO.		CC/LOAN		HOME BUDGET	
				DIFFERENCE \$ <div>17</div> (TRANSFER DIFFERENCE TO FREIGHT *)		<div>18</div>															
SUPPLIER USE		BOEING IDENTIFICATION		ITEM NO.	QTY.	U/M	B/O	PART NUMBER/DESCRIPTION (Catalog No. & Page No.)						NET UNIT PRICE		TOTAL					
<div>19</div>		<div>20</div>		<div>21</div>	<div>22</div>	<div>23</div>	<div>24</div>	<div>25</div> <div>35</div>						<div>26</div>		<div>27</div>					
BOEING: THIS IS THE SUPPLIER'S INVOICE. COMPLETE ALL 3 BOXES AND MAIL TO ACCOUNT PAYABLE WITHIN 48 HOURS. (BOEING O.P. CC-EDG-002)														SUB TOTAL		<div>31</div>					
DATE RECEIVED: <div>28</div>		DATE VERIFIED: <div>29</div>		APPROVED FOR PAYMENT <div>30</div>										FREIGHT *		<div>32</div>					
RECEIVER'S NAME:		VERIFIER'S NAME:		APPROVER'S TYPED/PRINTED NAME and SIGNATURE										SALES TAX (IF APPLICABLE)		<div>33</div>					
ORGN. CLOCK		ORGN. CLOCK		DATE		ORGN.		CLOCK		GRAND TOTAL		<div>34</div>									

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Commodity or Service: **Fuels**

This is the final page of RFQ number **G8414-002-MLB-017**.

Quotations not in accordance with the preceding provisions will be treated as nonresponsive.